

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

v.

CLAUDIO LUIS COLON BERRIOS,
MARIBEL COLON ORTIZ, and their
Conjugal Partnership

Defendants

CIVIL NO.

Foreclosure of Mortgage;
Collection of Money

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of one (1) promissory note that affects the property described further below.

3. Said promissory note was subscribed for the amount of \$300,000.00, with annual interest of 3.75%, on December 15, 1999. *See Exhibit 1.*

4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 191. *See Exhibit 2.*

5. According to the Property Registry, defendant CLAUDIO LUIS COLON BERRIOS is the owner of record of the real estate property subject of this case. Said property is described - as it was recorded in Spanish- as follows:

RÚSTICA: Predio de terreno localizado en el Barrio Cuyón del término municipal de Coamo, Puerto Rico, con una cabida superficial de veinticinco punto cero cero siete cuerdas (25.007) equivalentes a 98,288.1973 metros cuadrados. En lindes por el NORTE, con el Río Cuyón y la finca principal; por el SUR, con la finca principal; por el ESTE, con la finca principal; por el OESTE, con la finca principal y la carretera #704.

Property 10,307, recorded at page 34 of volume 313 of Coamo, Property Registry of Barranquitas, Puerto Rico.

See Title Search attached as Exhibit 3.

6. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. *See Exhibit 3.*

7. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
8. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 4*, the following amounts, as to January 5, 2021:

a) On the \$300,000.00 Note:

- 1) The sum of \$293,936.60, of principal;
- 2) The sum of \$198,562.57, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$30.1990;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

9. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
10. Codefendants are not currently active in the military service for the United States. See Exhibit 5.
11. The real estate property mentioned before is subject to the following liens in the rank indicated:

(A) Property 10,307:

- 1) Recorded liens with preference or priority over mortgage herein included:
 - a. MORTGAGE: Constituted by Claudio Luis Colón Berriós, in favor of Corporación de Crédito Agrícola, in the original principal amount of \$179,985.00, with 7½% annual interests, due on February 1, 2012, constituted by deed #576, executed in San Juan, Puerto Rico, on June 11, 1987, before Carlos M. García Rullán Notary Public, recorded at overleaf of page 157 of volume 173 of Coamo, property number 10,307, 2nd inscription.
- 2) Junior Liens with inferior rank or priority over mortgage herein included:
 - a. Easement in favor of Autoridad de Energía Eléctrica de Puerto Rico, with value of \$100.00, Certification issued on October 20, 2006, recorded at page 34 of volume 313 of Coamo, property number 10,307, 5th and last inscription.

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive

and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The

mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 11 day of January, 2021.



JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said

defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on January 12, 2021 , 2021.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 3908
GUAYNABO, PR 00970
TEL. 787-751-5290
FAX. 787-751-6155
Email: dcfilings@fortuno-law.com

USDA-FmHA
Form FmHA 1940-17
(Rev. 4-92)

PROMISSORY NOTE

Name
CLAUDIO COLON BERRIOS

State PUERTO RICO	County PONCE
Case No. 63-026-	Date DECEMBER 15, 1999
Fund Code 43	Loan No.

KIND OF LOAN	
Type: <u>EM</u>	<input type="checkbox"/> Regular
M-3130	<input type="checkbox"/> Limited
	<input type="checkbox"/> Resource
Pursuant to:	
<input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act	
<input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978	
ACTION REQUIRING NOTE	
<input type="checkbox"/> Initial loan	<input type="checkbox"/> Rescheduling
<input type="checkbox"/> Subsequent loan	<input type="checkbox"/> Reamortization
<input type="checkbox"/> Consolidated & subsequent loan	<input type="checkbox"/> Credit sale
<input type="checkbox"/> Consolidation	<input type="checkbox"/> Deferred payments
<input type="checkbox"/> Conservation easement	<input type="checkbox"/> Debt write down

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture,

(herein called the "Government"), or its assigns, at its office in PONCE, PUERTO RICO

, or at such other place as the Government may later designate in writing, the principal sum of THREE HUNDRED THOUSANDS dollars

(\$ 300,000.00), plus interest on the unpaid principal balance at the RATE of THREE AND THREE QUARTERS percent (3.75 %) per annum and

dollars (\$ _____) of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 31 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ 525.00 on 01/01/00; \$ 16,827.00 on 01/01/01; \$ _____ on _____;
\$ _____ on _____; \$ _____ on _____;
\$ _____ on _____; \$ _____ on _____;
\$ _____ on _____; \$ _____ on _____;

and \$ 16,827.00 thereafter on JANUARY 1st of each YEAR until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 30 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990 interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, to be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s)(new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
\$	0%	, 19			, 19
\$	0%	, 19			, 19
\$	0%	, 19			, 19
\$	0%	, 19			, 19
\$	0%	, 19			, 19
\$	0%	, 19			, 19
\$	0%	, 19			, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT: If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT: Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT,** the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

Claudio L Colon Berrios
CLAUDIO COLON BERRIOS

(Borrower)

Maribel Colon Ortiz
MARIBEL COLON ORTIZ

(Co-Borrower)

P.O. BOX 313

COAMO, PUERTO RICO 00769

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$300,000.00	12/15/99	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
				TOTAL	
				\$	

Certifico: Expedí primera---
Copia Certificada de la---
presente Escritura a favor
de FARM SERVICE AGENCY, el
mismo día, mes y año de su
otorgamiento.

DOY FE,

CCB
mlo

..... NUMERO CIENTO NOVENTA Y UNO

..... NUMBER ONE HUNDRED NINETY ONE

..... HIPOTECA VOLUNTARIA

..... VOLUNTARY MORTGAGE

---En la ciudad de Coamo, Puerto Rico, a quince de diciembre de mil novecientos noventa
y nueve (15/12/1999)-----
---In the city of Coamo, Puerto Rico, this fifteenth day of December, nineteen ninety nine.

..... ANTE MI

..... BEFORE ME

..... ANTONIO ORTIZ RODRIGUEZ

..... ANTONIO ORTIZ RODRIGUEZ

Abogado y Notario Público de la Isla de Puerto Rico con residencia en-----
Attorney and Notary Public for the Island of Puerto Rico, with residence in-----

Coamo, Puerto Rico-----
Coamo, Puerto Rico-----

y oficina en Coamo, Puerto Rico,-----
and office in Coamo, Puerto Rico.

..... COMPARCEN

..... APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denominan-
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el deudor hipotecario y cuyas circunstancias personales-----
hereinafter called the mortgagor and whose personal circumstances-----

aparecen de dicho párrafo,-----
appear from said paragraph,-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos-----
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----

de su edad, estado civil, profesión y vecindad,-----
statements which I believe to be true of their age, civil status, profession and residence -----

Aseguran, hallarse en el pleno goce de sus derechos civiles, la libre administración-----
They assure me that they are in full enjoyment of their civil rights, and the free administration-----

de sus bienes y teniendo a mí juicio la capacidad legal necesaria para este otorga-
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----
miento,-----
voluntary mortgage.

..... EXPONEN

..... WITNESSESTU-----

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el-----
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses de las mismas,
paragraph ELEVENTH of This mortgage, and of all rights and interest in the same-----
denominada de aquí en adelante los bienes,-----
hereinafter referred to as the property'.

SEGUNDO: Que los bienes aquí hipotecados están sujetos a gravámenes que-----
SECOND: That the property mortgaged herein is subject to the liens-----



se especifican en el párrafo UNDECIMO,-----
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de-----
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de hogares de Agriculto-----
of America, acting through the Farmers Home Administration,

res, denominado de aquí en adelante el acreedor hipotecario, en relación con-----
hereinafter called the mortgagee in connection with-----

un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-----
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el pagaré" sean uno o más. Se requiere por-----
hereinafter called the note whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de-----
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avalúos (impuestos), primas de seguros y otros cargos que se-----
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada -----
estimated against the property -----

CUARTO: Se sobre entiende que.-----
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la-----
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-----
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y-----
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno -----
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de-----
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmienda-----
the Housing Act of Nineteen Hundred and Forty-Nine, as Amended-----
das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario puede-----
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el-----
it may be assigned from time to time and each holder of the insured note, in turn-----

prestamista asegurado -----
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acrec-----
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con-----
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-----
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

C L C 8
M 10



tereses de dicho pagaré,.....
and interest.....

(Cuatro) En todo tiempo que el pago del pagaré este asegurado por el acreedor.....
(Four) At all times when payment of the note is insured by the mortgagee,.....

hipotecario el acreedor hipotecario, por convenio con el prestamista asegurado,.....
the mortgagee by agreement with the insured lender.....

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest on

que será designada como cargo anual.....
ments on the note, to be designated the annual charge.....

(Cinco) Una condición del aseguramiento de pago del pagaré sera de que el tenedor.....
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales.....
will forego his rights and remedies against the mortgagor and any

quiera otros en relación con dicho préstamo así como también a los beneficios.....
others in connection with said loan, as well as any benefit

de esta hipoteca y aceptar en su lugar los beneficios del seguro, y a requerimiento.....
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de.....
mortgagee's request will assign the note to the mortgagee should the mortgagee

violacion de cualquier convenio o estipulacion aqui contenida o en el pagaré o en.....
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor,.....
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo.....
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré este en poder del acreedor hipotecario, o en el caso en.....
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca.....
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestamista.....
shall secure payment of the note, but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formara parte.....
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,.....
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario.....
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento.....
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario,.....
by the mortgagor

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré.....
FIFTH: That, in consideration of said loan and (a) at all times when the note

C C C B
MCD



sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE. NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación, cualquier convenio contenido en el mismo, o extensión y (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVI:NG aquí consignado para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVI:NG de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y del deudor hipotecario contenidos o en cualquier otro convenio suplementario, el deudor hipotecario la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en el párrafo UNDÉCIMO mas adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes al futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario.

is held by the mortgagee, or in the event the mortgagee should assign this mortgage without insurance of the payment of the note, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH. with interest at the rate stipulated, and to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein. - (b) at all times when the note is held by an insured lender, in guarantee of the amounts specified in subparagraph (Two) of paragraph NINTH hereof. for securing the performance of the mortgagor's obligations. to indemnify and save harmless the mortgage against loss under its insurance endorsements by reason of any default by the mortgagor, and (c) in any event and at all times whatsoever, in guarantee of the additional amounts specified in subparagraph (Three) of paragraph NINTH hereof, and to secure the performance of every covenant and agreement of the mortgagor contained herein or in any supplementary agreement, the mortgagor hereby constitutes a voluntary mortgage in favor of the mortgagee on all water, water rights and shares in the same pertaining to all the farms and all payments at any time owing to the mortgagor.

CLC 8
m ED



por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación - --
by virtue of any sale, lease, transfer, conveyance or total or --- ---

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre- ---
partial condemnation of or injury to any part thereof or interest-----

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta-----
therein, it being understood that this lien will continue in full force and effect until-----

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y-----
all amounts as specified in paragraph NINTH hereof, with interest before and -----

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.-----
after maturity until paid have been paid in full.-----

En caso de ejecución, los bienes responderán del pago del principal, los intereses-----
In case of foreclosure, the property will be answerable for the payment of the principal, interest-----

antes y después de vencimiento, hasta su total solvente, pérdida sufrida por el acreed- -----
thereon before and after maturity until paid, losses sustained by the-----

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro etc. al -----
mortgagee as insurer of the note, taxes, insurance premiums, and-----

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor-----
other disbursements and advances of the mortgagee for the mortgagor's account-----

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,-----
with interest until repaid to the mortgagee, costs, expenses and-----

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-----
attorney's fees of the mortgagee all extensions and renewals of any of-----

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma-----
said obligations, with interest on all and all other charges and additional-----

adicional especificada en el párrafo NOVENO de este documento.-----
amounts as specified in paragraph NINTH hereof -----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente -----
SIXTH: That the mortgagor specifically agrees as follows -----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda-----
(One) To pay promptly when due any indebtedness-----

aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario-----
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any-----

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario-----
loss under its insurance of payment of the note by reason of any default by the mortgagor-----

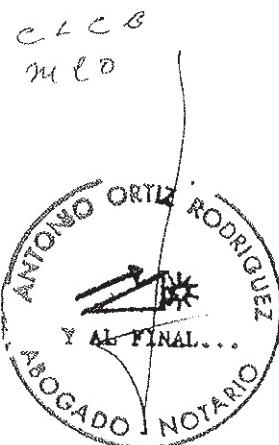
En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el-----
At all times when the note is held by an insured lender, the-----

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor-----
mortgagor shall continue to make payments on the note to the mortgagee-----

hipotecario como agente cobrador del tenedor del mismo .. -----
as collection agent for the holder -----

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación-----
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal-----

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los-----
and any delinquency charges, now or hereafter required by-----



reglamentos de la Administración de Hogares de Agricultores.....
regulations of the Farmer's Home Administration.....

(Tres) En todo tiempo cuando el pagaré sea poseido por un prestamista asegurado,.....
(Three) At all times when the note is held by an insured lender,.....

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré incurre.....
any amount due and unpaid under the terms of the note, incurs.....

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor.....
the amount of the annual charge, may be paid by the mortgagee to the holder.....

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido.....
of the note to the extent provided in the insurance endorsement.....

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.....
referred to in paragraph FOURTH hereof for the account of the mortgagor.....

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseido.....
Any amount due and unpaid under the terms of the note, whether it is held.....

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada.....
by the mortgagee or by an insured lender, may be credited.....

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto.....
by the mortgagee on the note and thereupon shall constitute an advance.....

por el acreedor hipotecario por cuenta del deudor hipotecario.....
by the mortgagee for the account of the mortgagor.....

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-.....
Any advance by the mortgagee as described in this.....

párrafo devengará intereses a razón del TRES PUNTO SETENTA Y CINCO.....
subparagraph shall bear interest at the rate of THREE POINT SEVENTY FIVE.....

por ciento (3.75%).....
per cent(3.75%).....

anual a partir de la fecha en que vencia el pago hasta la fecha en que el deudor.....
per annum from the date on which the amount of the advance was due to the date of payment.....

hipotecario lo satisfaga.....
to the mortgagee.....

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario cualquier.....
(Four) Whether or not the note is insured by the mortgagee any.....

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones,.....
and all amount advanced by the mortgagee for property insurance premiums, repairs,.....

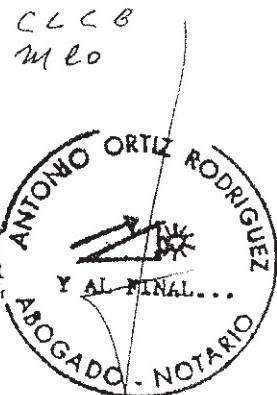
raciones, gravámenes u otra reclamación en protección de los bienes hipotecados.....
liens and other claims, for the protection of the mortgaged property.....

dos o para contribuciones e impuestos u otro gasto similar por razón de haber.....
or for taxes or assessments or other similar charges by reason of the.....

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón.....
mortgagor's failure to pay the same, shall bear interest at the rate.....

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos.....
stated in the next preceding subparagraph from the date of the advance.....

hasta que los mismos sean satisfechos por el deudor hipotecario.....
until repaid to the mortgagee.....



Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca.....
(Five) All advances made by mortgagee as described in the mortgage.....

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipoteca.....
with interest, shall be immediately due and payable by the mortgagor.....

teario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio.....
to mortgagee without demand at the.....

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto.....
place designated in the note and shall be guaranteed hereby. No such advance.....

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación.....
by mortgagee shall relieve the mortgagor from breach of his covenant.....

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsaran de los.....
to pay. Such advances, with interest shall be repaid from the.....

primeros pagos recibidos del deudor hipotecario. Si no hubiere adelantos, todo.....
first available collections received from mortgagor. Otherwise, any payments.....

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier.....
payment made by mortgagor may be applied on the note or any.....

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor.....
indebtedness to mortgagee secured hereby, in any order mortgagee.....

hipotecario determinare.....
determines.....

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para.....
(Six) To use the loan evidenced by the note solely.....

los propósitos autorizados por el acreedor hipotecario.....
for purposes authorized by mortgagee.....

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales gravamenes.....
(Seven) To pay when due all taxes, special assessments, liens.....

y cargas que graven los bienes o los derechos o intereses del deudor hipotecario.....
and charges encumbering the property or the right or interest of mortgagee.....

bajo los términos de esta hipoteca.....
under the terms of this mortgage.....

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera.....
(Eight) To procure and maintain insurance against fire and other hazards as required.....

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en la propiedad.....
by mortgagee on all existing buildings and improvements on the property.....

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y.....
parts, and on any buildings and improvements put there on in the future. The insurance against.....

otros riesgos serán en la forma y por las cantidades terminos y condiciones que.....
fire and other hazards will be in the form and amount and on terms and conditions.....

aprobare el acreedor hipotecario.....
approved by mortgagee.....

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las.....
(Nine) To keep the property in good condition and promptly make all.....

reparaciones necesarias para la conservación de los bienes, no cometerá ni per.....
necessary repairs for the conservation of the property, he will not commit nor.....



mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá.....
permit to be committed any deterioration of the property; he will not remove nor demolish

ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,.....
any building or improvement on the property; nor will he cut or remove wood from the farm.....

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros.....
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other.....

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará.....
minerals without the consent of mortgagee, and will promptly carry out.....

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo.....
the repairs on the property that the mortgagee may request from time.....

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación.....
to time. Mortgagor shall comply with such farm conservation practices.....

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en ..
and farm and home management plans as mortgagee from time to.....

tiempo pueda prescribir.....
time may prescribe.....

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica.....
(Ten) If this mortgage is given for a loan to a farm owner as identified.....

tífica en los reglamentos de la Administración de Hogares de Agricultores, el deudor.....
in the regulations of the Farmers Home Administration, mortgagor.....

hipotecario personalmente operara los bienes por si y por medio de su familia como.....
will personally operate the property with his own and his family labor as a farm and for no other.....

una finca y para ningún otro propósito y no arrendara la finca ni parte de ella a.....
purpose and will not lease the farm or any part of it.....

menos que el acreedor hipotecario consienta por escrito en otro método de operación.....
unless mortgagee agrees in writing to any other method of operation.....

ación o al arrendamiento.....
or lease.....

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la.....
(Eleven) To submit in the form and manner mortgagee may require,.....

información de sus ingresos y gastos y cualquier otra información relacionada con.....
information as to his income and expenses and any other information in regard to the.....

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos.....
operation of the property, and to comply with all laws, ordinances, and regulations.....

que afecten los bienes o su uso.....
affecting the property or its use.....

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el.....
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times.....

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía.....
to inspect and examine the property for the purpose of ascertaining whether or not.....

otorgada está siendo mermada o deteriorada y si dicho examen o inspección determina.....
the security given is being lessened or impaired, and if such inspection or examination shall.....

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer.....
disclose, in the judgment of mortgagee, that the security given is being lessened.....

C L C B
m LO



mada o deteriorada, tal condición se considerará como una violación por parte del.....
or impaired, such condition shall be deemed a breach by the.....

deudor hipotecario de los convenios de esta hipoteca
mortagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión.....
(Thirteen) If any other person interferes with or contests the right of possession.....

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará.....
of the mortagor to the property, the mortagor will immediately notify.....

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,.....
mortgagee of such action, and mortgagee at its option.....

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus.....
may institute the necessary proceedings in defense of its.....

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos.....
interest, and any costs or expenditures incurred by mortgagee by said.....

procedimientos serán cargados a la deuda del deudor hipotecario y se considerarán.....
proceedings will be charged to the mortgage debt and considered.....

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria.....
by this mortgage within the additional credit of the mortgage clause.....

para adelantos gastos y otros pagos
for advances expenditures and other payments

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente.....
(Fourteen) If the mortagor at any time while this mortgage remains in effect.....

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acre.....
should abandon the property or voluntarily deliver it to mortgagee

dor hipotecario el acreedor hipotecario es por la presente autorizado y con pode.....
mortgagee is hereby authorized and empowered.....

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar.....
to take possession of the property, to rent and administer the same and collect.....

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los.....
the rents, benefits, and income from the same and apply them first to the.....

gastos de cobro y administración y en segundo término al pago de la deuda eviden.....
costs of collection and administration and secondly to the payment of the debt evidenced.....

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,.....
by the note or any indebtedness to mortgagee hereby guaranteed.....

en el orden y manera que el acreedor hipotecario determinare.....
in what ever order and manner mortgagee may determine.....

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor.....
(Fifteen) At any time that mortgagee determines that mortgagor.....

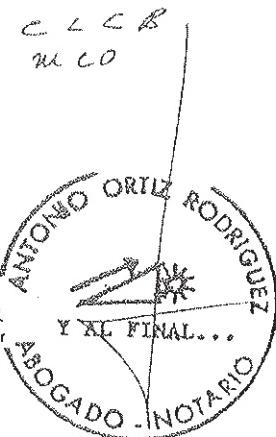
hipotecario puede obtener un préstamo de una asociación de crédito para produc.....
may be able to obtain a loan from a credit association for production.....

ción de un Banco Federal u otra fuente responsable, cooperativa o privada, a un.....
a Federal Bank or other responsible source, cooperative or private, at a.....

tipo de intereses y términos razonables para préstamos por tiempo y propósitos.....
rate of interest and reasonable periods of time and purposes,



similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará ----
mortagor, at mortgagee's request will apply for and accept-----
y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece----
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to----
sarias en la agencia cooperativa en relación con dicho préstamo -----
purchase any necessary shares of stock in the cooperative agency in regard to said loan
Diecisés) El incumplimiento de cualesquiera de las obligaciones garantizadas
Sixteen) Should default occur in the performance or discharge of any obligation secured
por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como -----
by this mortgage, or should mortagor, or any one of the persons herein called-----
deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliero-----
mortagor, default in the payment of any amounts or violate or fail to comply-----
con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido-----
with any clause, condition, stipulation, covenant, or agreement contained herein,-----
o en cualquier convenio suplementario o falleciere o se declarare o fuere declarado-----
or in any supplementary agreement, or die or be declared an-----
incompetente en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-----
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors-----
dores, los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, -----
creditors, or should the property or any part thereof or interest therein be assigned, -----
vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo,-----
sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----
sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es-----
without the written consent of mortgagee, mortgagee is-----
irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a -----
irrevocably authorized and empowered, at its option, and without notice: (One) to-----
declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda-----
declare all amounts unpaid under the note, and any indebtedness-----
al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y -----
to the mortgagee secured hereby, immediately due and payable and-----
proceder a su ejecución de acuerdo con la ley y los términos de la misma, (Dos)-----
to foreclose this mortgage in accordance with law and the provisions hereof, (Two)-----
incurrir y pagar los gastos razonables para la reparación o mantenimiento de los-----
to incur and pay reasonable expenses for the repair and maintenance of the-----
bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se-----
property and any expenses and obligations that mortagor did not pay as-----
conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de-----
agreed in this mortgage, including taxes, assessments, insurance premium,-----
seguro y cualquier otro pago o gasto para la protección y conservación de los bienes-----
and any other expenses or costs for the protection and preservation of the property-----
y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres)-----
and this mortgage, or for compliance with any of the provisions of this mortgage, and (Three)-----
de solicitar la protección de la ley,-----
request the protection of the law -----



(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario -----
(Seventeen) Mortagator will pay, or reimburse mortgagee-----
todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos-----
for all necessary expenses for the fulfillment of the covenants and agreements-----
de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-----
of this mortgage and of the note and of any supplementary agreement, including-----
cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-----
the costs (i) survey, evidence of title, court costs, recordation fee and-----
arios de abogado, attorney's fees-----
(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y -----
(Eighteen) Without in any manner affecting the right of the mortgagee to require and-----
hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u-----
enforce performance at a subsequent date of the same, similar or other covenant, agreement-----
obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respons-----
obligation herein set forth, and without affecting the liability-----
sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aqui-----
of any person for payment of the note or any indebtedness-----
garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del-----
secured hereby and without affecting the lien created upon said property or the priority of-----
gravamen el acreedor hipotecario es por la presente autorizado y con poder-----
said lien, the mortgagee is hereby authorized and empowered at-----
cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u oblig-----
any time (one) waive the performance of any covenant or obligation-----
gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) -----
contained herein or in the note or any supplementary agreement, (two).-----
negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier-----
deal in any way with mortagor or grant to mortagor my-----
indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el-----
indulgence or forbearance or extension of the time for payment of the note with the-----
consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-----
consent of the holder of the note when it is held by-----
mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario-----
an unmixed lender) or for payment of any indebtedness to mortgagee-----
rio, y aquí garantizada o (Tres) otorgar y entregar cancelaciones parciales de cual-----
hereby secured; or (three) execute and deliver partial releases of any-----
quier parte de los bienes de la hipoteca aquí constituida u otorgar deferimiento o-----
part of said property from the lien hereby created or grant deferment or-----
postergación de esta hipoteca a favor de cualquier otro gravamen constituido sobre-----
postponement of the mortgage to any other lien over-----
dichos bienes,-----
said property,-----
(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,-----
(Nineteen) All right, title and interest in or to this mortgage,-----



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incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones, including but not limited to the power to grant consents, partial releases, parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interest mortgagee, and no insure lender have any right, title or interest teres alguno en o sobre el gravamen y los beneficios aqui contenidos, in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituya incumplimiento de cuales (Twenty) Default hereunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de otros bienes poseída other real estate or crop or chattel mortgage held o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía o insured by mortgagee and executed or assumed by mortgagor, constituirá incumplimiento de esta hipoteca. constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca sera remitido por correo certificado a menos que se disponga lo contrario por ley, y sobre dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, en the case of mortgagee to Farmers Home Administration, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the caso del deudor hipotecario, a él a la dirección postal de su residencia según se especifica más adelante. caso of mortgagor to him at the post office address of his residence as stated hereinafter.

(Veintidós) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso publico de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe así received to the payment of costs incurred in its collection and the balance to the payment pagará y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this.

hipoteca, y si hubiere algún sobrante, se reembolsara al deudor hipotecario. mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso-----
SEVENTH: That for the purpose of the first sale to be held in case-----

de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enunciado-----
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,-----

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma-----
mortgagor does hereby appraise the mortgaged property in the amount-----

de: TRECIENTOS MIL DOLARES (\$300,000.00)-----

of: THREE HUNDREDS THOUSANDS (\$300,000.00)-----

OCTAVO: EL deudor hipotecario por la presente renuncia al trámite de requerimiento-----

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be-----

miento y se considerará en mora sin necesidad de notificación alguna por parte-----
considered in default without the necessity of any notification of default or demand for pay-----

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración-----
on the part of mortgagee. This mortgage is subject to the rules and regulations of the-----

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,-----
Farmers Home Administration now in effect, and to its future regulations-----

no inconsistentes con los términos de esta hipoteca, así como también sujeta a-----
not inconsistent with the provisions of this mortgage, as well as to the-----

las leyes del Congreso de Estados Unidos de América que autorizan la asignación-----
laws of the Congress of the United States of America authorizing the making and-----

y aseguramiento del préstamo antes mencionado,-----
insuring of the loan herein before mentioned.-----

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes-----

NINTH: The amounts guaranteed by this mortgage are as follows-----

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de-----
One. At all times when the note mentioned in paragraph THIRD of-----

esta hipoteca sea poseída por el acreedor hipotecario o en caso de que el acreedor-----
this mortgage is held by mortgagee, or in the event mortgagee-----

hipotecario cediere esta hipoteca sin asegurar el pagaré-----
should assign this mortgage without insurance of the note,-----

TRECIENTOS MIL DOLARES (\$300,000.00)-----

THREE HUNDREDS THOUSANDS (\$300,000.00)-----

el principal de dicho pagaré, con sus intereses según estipulado a razón del-----
the principal amount of said note, together with interest as stipulated therein at the rate of-----

TRES PUNTO SETENTA Y CINCO por ciento (3.75%) anual;-----
THREE POINT SEVENTY FIVE per cent (3.75%) per annum;-----

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado-----
Two. At all times when said note is held by an insured lender-----

(A) TRECIENTOS MIL DOLARES (\$300,000.00)-----

(A) THREE HUNDREDS THOUSANDS DOLLARS (\$300,000.00)-----

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado-----
for indemnifying the mortgagor for advances to the insured lender-----





por motivo del incumplimiento del deudor hipotecario de pagar los plazos según-----
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,-----
specified in the note with interest as stated in paragraph SIXTH,-----

Tercero:-----
Three:-----

(B) CUATROCIENTOS CINCUENTA MIL DOLARES (\$450,000.00)-----
(B) FOUR HUNDREDS FIFTY THOUSANDS DOLLARS (\$450,000.00)-----

para indemnizar al acreedor hipotecario ademas contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré-----
sustain under its insurance of payment of the note,-----

Tres. En cualquier caso y en todo tiempo,-----
Three. In any event and at all times whatsoever,-----

(A) CINCUENTA Y SEIS MIL DOSCIENTOS CINCUENTA (\$56,250.00)-----
(A) FIFTY SIX THOUSANDS TWO HUNDREDS FIFTY (\$56,250.00)-----

para intereses después de mora,-----
for default interest,-----

(B) SESENTA MIL DOLARES (\$60,000.00)-----
(B) SIXTY THOUSANDS DOLLARS (\$60,000.00)-----

para contribuciones, seguro y otros adelantos para la con-----
for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo-----
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero;-----
SIXTH, Three;-----

(C) TREINTA MIL DOLARES (\$30,000.00)-----
(C) THIRTY THOUSANDS DOLLARS (\$30,000.00)-----

para costas, gastos y honorarios de abogado en caso-----
for costs, expenses and attorney's fees in case-----

de ejecución-----
of foreclosure-----

(D) TREINTA MIL DOLARES (\$30,000.00)-----
(D) THIRTY THOUSANDS DOLLARS (\$30,000.00)-----

para costas y gastos que incurriere el acreedor hipoteca-----
for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-----
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes segun-----
or contesting the right of possession of mortgagor to the property-----

se consigna en el párrafo SEXTO, Trece,-----
provided in paragraph (SIXTH Thirteen)-----

DICIMOS: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO a-----
TENTH; That the note(s) referred to in paragraph THIRD-----

de esta hipoteca es (son) descrito(s) como sigue.....
of this mortgage is(are) described as follows.....

Pagare otorgado en el caso numero 63-026-583-13-8392.....
Promissory note executed in case number 63-026-583-13-8392.....

fechado el dia quince de diciembre de mil novecientos noventa y nueve.....
dated this fifteenth of December, nineteen ninety nine.....

por la suma de TRESCIENTOS (\$300,000.00).....
in the amount of THREE HUNDREDS (\$300,000.00).....

dólares de principal más.....
dollars of principal plus.....

intereses sobre el balance del principal adeudado a razón del TRES PUNTO SETENTA Y CINCO.....
interest over the unpaid balance at the rate of THREE POINT SEVENTY FIVE.....

(3.75%) por ciento anual.....
(3.75%) percent per annum.....

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, y condiciones.....
until the principal is totally paid according to the terms, installments, conditions and stipulations contained in the promissory note and as agreed.....

entre el prestatario y el Gobierno; excepto el pago final del total de la deuda aquí.....
between the borrower and the Government, except that the final installment of the debt herein evidenced, if not sooner paid, will be due.....

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero.....
a los TREINTA.....
and payable THIRTY.....

años de la fecha de este pagare.....
years from the date of this promissory note.....

Dicho pagare ha sido otorgado como evidencia de un préstamo concedido por el.....
Such promissory note is given as evidence of a loan made by the.....
Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados.....
Government to the borrower pursuant to the law of the Congress of the United States.....
Unidos de America denominada Consolidated Farm and Rural Development Act.....
States of America known as Consolidated Farm and Rural Development Act of 1961.....
de conformidad con el Title V of the Housing Act of 1949, según.....
of 1961 or pursuant to Title V of the Housing Act of 1949, as.....
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración.....
amended, and is subject to the present regulations of the Farmers Home Administration.....
de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha.....
Home Administration and to its future regulations not inconsistent with the.....

Ley. De cuya descripción, yo, el Notario Autorizante, Dr. W. E. _____
express provision thereof. Of which description I, the authorizing notary, GIVE E. M. E.

UNDECIMO. Que la propiedad objeto de la presente escritura y sobre la que se.....
ELEVENTH. That the property object of this deed and over which.....

constituye Hipoteca Voluntaria, se describe como sigue.....
voluntary mortgage is constituted, is described as follows.....

---RÚSTICA: Predio de terreno localizado en el Barrio Cuyón del término municipal de Coamo, Puerto Rico, con una cabida superficial de VEINTICINCO PUNTO CERO CERO CERO SIETE CUERDAS (21.007 CDAS.) equivalentes a NOVENTA Y OCHO MIL DOSCIENTOS OCHENTA Y OCHO PUNTO MIL NOVECIENTOS SETENTITRES (98,288.1973) METROS CUADRADOS, en lindes por el Norte, con el Río Cuyón y la finca principal; por el Sur, con la Finca Principal; por el Este, con la finca principal; por el Oeste con la finca principal y la carretera número setecientos cuatro (704).-----

---Inscrita al folio ciento cincuenta y siete (157) del tomo ciento setenta y tres (173) de Coamo, finca número diez mil trescientos siete (10,307).-----

Adquirió el prestatario la descrita finca por compra-----
Borrower acquired the described property by-----

según consta de la Escritura Número Ochenta y tres (83)-----
pursuant to Deed Number Eighty Three (83)-----

de fecha veintinueve de septiembre de mil novecientos ochenta y seis-----
dated on September eight, nineteen eighty six-----

otorgada en la ciudad de Cayey, Puerto Rico-----
executed in the city of Cayey, Puerto Rico-----

ante el Notario Arturo Aponte Arche-----
before Notary Arturo Aponte Arche-----

---Dicha propiedad está afecta por su procedencia a servidumbre a favor de la Autoridad de Energía Eléctrica de Puerto Rico y a pago de legados y por si se un hipoteca a favor de la Corporación de Crédito Agrícola, o a su orden, por la suma de CLAVO SIETE Y NUEVE MIL NOVECIENTOS OCHENTA Y CINCO DÓLARES (\$179,985.00) con intereses al SIETE Y MEDIO POR CIENTOS (7.50%) ANUAL.
Said property is-----

DUODECIMO. Que comparecen en la presente escritura como Deudores Hipotecarios-----
TWELFTH: The parties appearing in the present deed as Mortgagors-----

carlos-----
are-----

---DON CLAUDIO LUIS COLON BERRIOS, Seguro Social número [REDACTED], y
DONA MARIBEL COLON ORTIZ, Seguro Social número [REDACTED], mayores de edad, casados entre sí, agricultores y vecinos de Coamo, Puerto Rico.

cuya dirección postal es:-----
whose postal address is:-----

P.O. Box 313, Coamo, Puerto Rico 00769-----
P.O. Box 313, Coamo, Puerto Rico 00769-----

DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado-----
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used-----

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones-----
for agricultural purposes and the construction and/or repair or improvement of the physical-----

físicas en la(s) finca(s) descrita(s).-----
installations on the described farm(s).-----

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estructura que haya sido construida, mejorada o comprada con el importe del préstamo-----
FOURTEENTH: The borrower will personally occupy and use any structure constructed, improved or purchased with the proceeds of the loan-----

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos que
herein guaranteed and shall not lease or use for other purposes said structure unless-----



que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca
the foreclosure of the mortgage

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción.....
FIFTEENTH: This mortgage expressly extends to all construction.....

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc.....
or building existing on the farm(s) herein before described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del pres.....
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales.....
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.....
owners or by their assignees or successors, or

DECIMO SEXTO: El deudor hipotecario por la presente renuncia uníamente y
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos, causahabientes, sucesores o.....
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).
representatives in favor of mortgagee (Farmers Home Administration)

quier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro.....
any Homestead right (Homestead) that presently in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios.....
he may have in the property described in paragraph eleventh and in the buildings.....

allí enclavados o que en el futuro fueran construidos; renuncia esta permitida.....
thereon or which in the future may be constructed, this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número Trece.....
in favor of the Farmers Home Administration by Law Number Thirteen.....

(13) del veintiocho (28) de mayo de mil novecientos sesenta nine (1969) (31.....
(13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31.....

L.P.R.A. 1851)
L.P.R.A. 1851)

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual.....
SEVENTEENTH: Mortgager and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con.....
stove, oven, water heater, purchased or financed completely or partially with

fondos del préstamo aquí garantizado se considerará e interpretará como parte.....
funds of the loan herein guaranteed, will be considered and understood to form part



de la propiedad gravada por esta Hipoteca
of the property encumbered by this Mortgage

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse.....
EIGHTEENTH: The mortgagor agrees and obligates himself to move.....

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta.....
and occupy the property object of this deed within the following sixty.....

días a partir de la fecha de la inspección final; y en caso de circunstancias impre.....
days from the date of final inspection, and in the event of unforeseen circumstances.....

vistas fuera del control del deudor hipotecario que le impidiera mudarse este lo.....
beyond his control which would impede him to do so, he will.....

notificará por escrito al Supervisor Local.....
notify it in writing to the County Supervisor

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya.....
NINETEENTH: All improvement, construction or building constructed.....

en dicha finca durante la vigencia antes mencionada deberá ser construida previa.....
on said farm(s) during the term hereinbefore referred to, must be made with the previous.....

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre.....
consent in writing of mortgagee in accordance with present regulations.....

sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y.....
or future ones that may be promulgated pursuant to the federal and.....

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan.....
local laws not inconsistent or incompatible with the present laws that govern.....

estos tipos de préstamos.....
these types of loans

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de ..
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios.....
any interest credit or subsidy which may be granted to the borrower(s) by the.....

por el Gobierno de acuerdo con las disposiciones del Título Cuarenta y dos del Código.....
Government pursuant to Forty-Two.....

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C.1490a).....
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a).....

.....Donde dice Estados Unidos de América actuando por conducto de la.....

Administración de Hogares de Agricultores debe decir Estados Unidos de.....

América actuando por conducto de Farm Service Agency (Agencia de.....

Servicios Agrícolas) que es su nombre en la actualidad

.....Se hace constar que éste es un préstamo de Recursos Limitados EM.....

..... ACEPTACION

..... ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez.....
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once.....

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.....
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.....

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s).
So they say and execute before me, the authorizing Notary, the appearing party (parties).

sin requerir la presencia de testigos después de renunciar su derecho a ello del que-
without demanding the presence of witnesses after waiving his (their) right to do so of which-

le(s) advirtió.....
I advised him (them).....

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n).....
After this deed was read by the appearing party(particles) he (they) ratify its.....

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura.....
contents, place(s) his (they) initials on each of the folios of this deed.....

incluyendo el último y la firma de todos ante mí el Notario autorizante, que DÑY.....
including the last one, and all sign before me, the authorizing Notary who DÑY.....

FE de todo el contenido de esta escritura.....
FAITH to everything contained in this deed.....

C L C O
M L D



Claudia L. Colón Benítez
Esposa de Antonio Ortiz

ANTONIO ORTIZ RODRIGUEZ
Y AL FINAL...
ABOGADO - NOTARIO

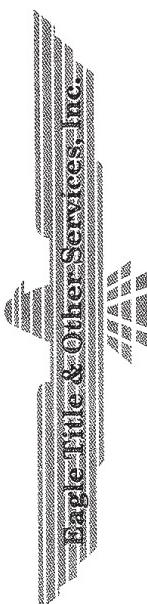


TITLE SEARCH

ESTUDIOS DE TÍTULO
SEGUROS DE TÍTULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TEL. (787) 748-1130 / 748-8577 • FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



CLIENT: CLAUDIO LUIS COLÓN

REF: 1521.193
BY: TAIMARY ESCALONA

PROPERTY NUMBER: 10,307, recorded at page 34 of volume 313 of Coamo, Registry of the Property of Barranquitas, Puerto Rico.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Predio de terreno localizado en el Barrio Cuyón del término municipal de Coamo, Puerto Rico, con una cabida superficial de **veinticinco punto cero cero siete cuerdas (25.007) equivalentes a 98,288.1973 metros cuadrados**. En lindes por el **NORTE**, con el Río Cuyón y la finca principal; por el **SUR**, con la finca principal; por el **ESTE**, con la finca principal; por el **OESTE**, con la finca principal y la carretera #704.

ORIGIN:

It is segregated from property number 2,250, recorded at page 180, volume 57 of Coamo.

TITLE:

This property is registered in favor of CLAUDIO LUIS COLÓN BERRÍOS, single, who acquired it by purchase from Claudio Rafael Colón Nieves, single, at a price of \$12,000.00, pursuant to deed #83, executed in Cayey, Puerto Rico, on September 26, 1986, before Arturo Aponte Arche Notary Public, recorded at page 157 of volume 173 of Coamo, property number 10,307, 1st inscription.

LIENS AND ENCUMBRANCES:

- I. By reason of its origin this property is encumbered by the following:
 - Easement in favor of Autoridad de Fuentes Fluviales Subject to legacy payment
- II. By reason of itself this property is encumbered by the following:
 1. **MORTGAGE:** Constituted by Claudio Luis Colón Berrios, in favor of Corporación de Crédito Agrícola, in the original principal amount of \$179,985.00, with 7½% annual interests, due on February 1, 2012, constituted by deed #576, executed in San Juan, Puerto Rico, on June 11, 1987, before Carlos M. García Rullán Notary Public, recorded at overleaf of page 157 of volume 173 of Coamo, property number 10,307, 2nd inscription.
 2. **MORTGAGE:** Constituted by Claudio Luis Colón Berrios, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$30,000.00, with 5% annual interests, due on 3 years, constituted by deed #5, executed in Coamo, Puerto Rico, on February 5, 1992, before Félix Santiago Flores Notary Public, recorded at page 158 of volume 173 of Coamo, property number 10,307, 3rd inscription.
 3. **MORTGAGE:** Constituted by Claudio Luis Colón Berrios, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$300,000.00, with 3.75% annual interests, due on 30 years, constituted by deed #191, executed in Coamo, Puerto Rico, on December 15, 1999, before Antonio Ortiz Rodríguez Notary Public, recorded at overleaf of page 158 of volume 173 of Coamo, property number 10,307, 4th inscription. **Conditions**

PAGE #2
PROPERTY #10,307

**ESTUDIOS DE TÍTULO
SEGUROS DE TÍTULO**

PO. BOX 1467, TRUJILLO ALTO, PR. 00977-1467
TELS. (787) 748-1130 / 748-9577 - FAX (787) 748-1143

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

4. Easement in favor of Autoridad de Energía Eléctrica de Puerto Rico, with value of \$100.00, Certification issued on October 20, 2006, recorded at page 34 of volume 313 of Coamo, property number 10,307, 5th and last inscription.

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to September 13, 2019.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on September 13, 2019, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 7 day of January of 2019.

Elias Diaz Bermudez

AFFIDAVIT NUMBER 4452.

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 7 day of January of 2019.

Jeanine Betanim
NOTARY PUBLIC

RECIBO



9397
12/10/2020
55.00

Sello de Asistencia Legal
80093-2020-1210-14194120



**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Colon Berrios, Claudio L. Case No: 63-026-8397

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of January 5, 2021

Loan Number	43-02
Note Amount	\$ 300,000.00
Original Note Date	12/15/1999
Date of Last Payment	9/28/2007
Principal Balance	\$ 293,936.60
Unpaid Interest	\$ 198,562.57
Misc. Charges	\$ -
Total Balance	\$ 492,499.17
Daily Interest Accrual	\$ 30.1990
Amount Delinquent	\$ 297,095.00
Years Delinquent	17

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Digitally signed by CARLOS MORALES
(Affiliate)
DN: c=US, o=U.S. Government,
ou=Department of Agriculture,
0.9.2342.19200300.100.1.1=120010038161
18, cn=CARLOS MORALES (Affiliate)
Date: 2021.01.05 13:19:14 -04'00'
Adobe Acrobat version: 2020.013.20074

Carlos J. Morales Lugo
LRTF Contractor
January 5, 2021



Status Report Pursuant to Servicemembers Civil Relief Act

Exhibit 5

SSN: XXX-XX-8397
Birth Date:
Last Name: COLON BERRIOS
First Name: CLAUDIO
Middle Name: LUIS
Status As Of: Dec-31-2020
Certificate ID: JDNNL7PCR4NG9CB

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-1208

Birth Date:

Last Name: COLON ORTIZ

First Name: MARIBEL

Middle Name:

Status As Of: Dec-31-2020

Certificate ID: 31NJDTX8SZ2NMTT

On Active Duty On Active Duty Status Date

Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects the individuals' active duty status based on the Active Duty Status Date

Left Active Duty Within 367 Days of Active Duty Status Date

Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA

This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date

Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA

This response reflects whether the individual or his/her unit has received early notification to report for active duty

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd.

Seaside, CA 93955

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

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Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture)
Plaintiff(s))
v.) Civil Action No.
CLAUDIO LUIS COLON BERRIOS, et als.) FORECLOSURE OF MORTGAGE
Defendant(s))

SUMMONS IN A CIVIL ACTION

To: (*Defendant's name and address*) CLAUDIO LUIS COLON BERRIOS
Rd. 704, Cuyón Wd.
Coamo, P.R. 00769

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT*

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

- I personally served the summons on the individual at *(place)* _____
on *(date)* _____; or
- I left the summons at the individual's residence or usual place of abode with *(name)* _____,
a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or
- I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or
- I returned the summons unexecuted because _____; or
- Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America, acting through the United States Department of Agriculture)
<hr/>)
Plaintiff(s))
v.) Civil Action No.
CLAUDIO LUIS COLON BERRIOS, et als.) FORECLOSURE OF MORTGAGE
<hr/>)
Defendant(s))

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Conjugal Partnership Colón-Colón
Rd. 704, Cuyón Wd.
Coamo, P.R. 00769

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or
- I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
on *(date)* _____; or
- I returned the summons unexecuted because _____; or
- Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
for the
District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture)
Plaintiff(s))
v.) Civil Action No.
CLAUDIO LUIS COLON BERRIOS, et als.) FORECLOSURE OF MORTGAGE
Defendant(s))

SUMMONS IN A CIVIL ACTION

To: (*Defendant's name and address*) MARIBEL COLON ORTIZ
Rd. 704, Cuyón Wd.
Coamo, P.R. 00769

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT*

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

- I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or
- I left the summons at the individual's residence or usual place of abode with *(name)* _____,
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or
- I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or
- I returned the summons unexecuted because _____; or
- Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

*Server's signature**Printed name and title**Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI): Fortuño, Juan Carlos

USDC-PR Bar Number: 211913

Email Address: jcfortuno@fortuno-law.com

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff: UNITED STATES OF AMERICA, acting through the USDA

Defendant: CLAUDIO LUIS COLON BERRIOS; ET ALS.

2. Indicate the category to which this case belongs:

- Ordinary Civil Case
- Social Security
- Banking
- Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- Yes
- No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- Yes
- No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- Yes
- No

Date Submitted: January 4, 2021

rev. Dec. 2009

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